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8 Attorneys for Defendants Hair Cubed  
9 LLC, David Dardashty and Ron Ehud

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11 **UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 SPENCER FORREST, INC.,

14 Plaintiff,

15 vs.

16 HAIR CUBED, LLC, a limited liability  
17 company; DAVID DARDASHTY,  
18 RON EHUD, and DOES 1 through 10,

19 Defendants.

CASE NO. CV 10-03362 MMM (PJWx)

**[PROPOSED] JUDGMENT AND  
PERMANENT INJUNCTION**

20 Whereas Plaintiff Spencer Forrest, Inc. (“Spencer Forrest”), by and through  
21 its counsel of record, and Defendants Hair Cubed, LLC, David Dardashty, Ehud  
22 Ron (sued initially herein as “Ron Ehud”) and Nir Ron (sued herein as DOE 1),  
23 (collectively “Defendants”), by and through their counsel of record, have agreed to a  
24 settlement of this action and all claims and counterclaims that were or could have  
25 been raised herein, and have stipulated to the entry of the following Judgment and  
26 Permanent Injunction, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED  
27 THAT:

28 1. The Court enters Judgment on the Complaint in favor of Spencer  
Forrest and against each of Defendants and enters a permanent injunction as

1 follows:

2 That each of the Defendants, and each of their officers, directors, agents,  
3 servants, employees, members, attorneys, and all of those acting in concert or  
4 participation with any of them who receive actual notice of this injunction by  
5 personal service or otherwise are restrained and enjoined from:

6 (a) Using any of the following United States registered trademarks  
7 owned by Spencer Forrest: Toppik®, Toppek®, Fullmore®, Couvre® and  
8 Xfusion®, herein collectively the “Spencer Forrest Marks”, or any variation  
9 thereof, in metatags or in buried HTML code for the website  
10 “www.HairCubed.com” or any other website owned, operated or controlled, directly  
11 or indirectly, by any of the Defendants;

12 (b) Purchasing keywords or Adwords containing any of the Spencer  
13 Forrest Marks or any variation thereof to advertise any Hair Cubed products or for  
14 any other purpose;

15 (c) Using any of the Spencer Forrest Marks or any variation thereof as  
16 a metatag or in buried HTML code in connection with any submission to YouTube  
17 (i.e., www.youtube.com) or any other website that hosts videos of any products sold  
18 by any of the Defendants;

19 (d) Using any of the Spencer Forrest Marks or any variation thereof in  
20 the title or description of any video shown on YouTube or on any other website that  
21 hosts videos of any products sold by any of the Defendants, unless all of the  
22 following are true: (a) such video shows a fair comparison of the Toppik® product  
23 versus the product sold by or for any of the defendants; (b) such video does not  
24 contain any untrue or misleading statement; and (c) such video does not omit any  
25 material fact, the omission of which would be misleading;

26 (e) Representing that any product sold by any of the Defendants is a  
27 “Toppik®” product or otherwise representing in any way, directly or indirectly, that  
28 any product sold by any of the Defendants originated or is associated with Spencer

1 Forrest;

2 (f) Representing or allowing any comment or discussion to appear on  
3 the www.Haircubed.com website in which it is stated or implied that any of the  
4 Toppik® or Xfusion® products contain aluminum; and

5 (g) Effecting assignments or transfers, forming new entities or  
6 associations or utilizing any other device for the purpose of circumventing or  
7 otherwise avoiding the prohibitions set forth in subparagraphs 1(a) through (f)  
8 above.

9 2. Except as otherwise provided for in the Settlement Agreement, the  
10 parties shall bear their own attorneys' fees and costs.

11 3. This Court retains continuing jurisdiction over this case to enforce the  
12 terms of this Judgment And Permanent Injunction and the terms of the Settlement  
13 Agreement dated as of March 2, 2011, between Spencer Forrest and the Defendants.  
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1 4. Service by mail upon the counsel of record of a copy of this Judgment and  
2 Permanent Injunction entered by the Court is deemed sufficient notice to Defendants  
3 under Rule 65(d) of the Federal Rules of Civil Procedure. It shall not be necessary  
4 for any Defendant to sign any form of acknowledgement of service.

5 **IT IS SO ORDERED:**

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7 DATED April 8, 2011

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11 Honorable Margaret M. Morrow  
12 UNITED STATES DISTRICT JUDGE  
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